

LAW OFFICES OF CONSTANTINE BARDIS, LLC  
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Attorney for Secured Creditor,  
Michael S. Tsontakis

**UNITED STATES BANKRUPTCY COURT  
District of New Jersey**

_____	:	
In Re:	:	CHAPTER 7 CASE NO:05-20980-KCF
	:	As to debtor Robert and Cynthia
	:	Bodtmann:
Robert J. Bodtmann	:	
	:	JUDGE: Hon.Kathryn C. Ferguson
S.S. 147-66-4738	:	
	:	
Debtor,	:	<b>CERTIFICATION OF CONSTANTINE</b>
	:	<b>BARDIS, ESQ. IN SUPPORT OF</b>
Cynthia M. Bodtmann, wife	:	<b>MOTION FOR RELIEF FROM</b>
	:	<b>AUTOMATIC STAY</b>
S.S. 140-76-4663	:	
Co-Debtor,	:	
	:	
	:	
	:	
_____	:	

I, Constantine Bardis, of full age, hereby certify as follows:

1. I am the attorney for the movant secured creditor, Michael S. Tsontakis, who is owner of the premises known as Apartment 2 (Upper), 60 Wyandemere, Woodcliff Lake, NJ 07677. As such, I have personal knowledge of the facts herein.

2. The present motion is made to request relief from the automatic stay against the debtors in possession of the apartment.

3. The Debtor and Joint Debtor, Robert J. Bodtmann and Cynthia M. Bodtmann, husband and wife currently reside in Apartment 2 of the aforementioned premises of the movant creditor, Michael S. Tsontakis.

4. The debtors in possession have been residing in the premises under a 8 month lease, which was originally entered into on July 24, 2004. Under the terms of the lease agreement, all rent is due on the first of the month, and the tenant is subject to a 5% late fee if payment is more than five (7) days late, as well as attorneys fees for any default or breach by the tenant.

5. The present monthly rent for the premises is \$2,600.00. Debtors have not paid the full amount of rent since September 15, 2004. The total rent due, owing, and outstanding is \$7,717.78.

6. Debtor's are still in possession of the aforementioned property and have refused to leave premises or pay all rental amounts due. Creditor has made an attempts to evict debtor's, including filing an eviction claim. Debtors have continually made the false representation that they would pay all outstanding rents and late fees. Before a warrant for removal was issued, debtor filed the bankruptcy proceeding in the hopes of evading eviction and payment of rents.

7. Under the terms of the lease agreement, specifically Paragraph 6 VIOLATION, EVICTION, AND REENTRY, which states, "The Landlord reserves the right of re-entry which allows the Landlord to end this Lease and re-enter the apartment if the Tenant violates any agreement in this Lease". Therefore the lease expired prior to the filing of the bankruptcy petition.

8. The non-payment and or partial payment of any rent since September 15, 2005, is an extreme and unduly financial burden upon the creditor. In addition, the continued possession of the property could potentially be deteriorating the property for future rentals.

9. Movant Michael S. Tsontakis is under an extreme and unduly prejudicial financial burden without the rent that is owed by the debtors.

10. Movant, Michael S. Tsontakis, has advised the debtors that they could break their lease without penalty, but said debtors refused.

11. My client has attempted to resolve this matter with the debtors, but said attempts have been unsuccessful.

Accordingly, this motion for relief present and prospective  
from the automatic stay should be granted.

LAW OFFICES OF  
CONSTANTINE BARDIS, LLC

/s/ Constantine Bardis

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CONSTANTINE BARDIS,  
Attorney for Secured Creditor  
Michael S. Tsontakis